



CITY OF MOUNTAIN VIEW

Finance and Administrative Services Department • Purchasing Division
500 Castro Street • Post Office Box 7540 • Mountain View, California 94039-7540 • 650-903-6324 • FAX 650-968-5472

December 3, 2007

REQUEST FOR PROPOSALS FOR PLAYGROUND EQUIPMENT FOR COMMUNITY CENTER PRE-SCHOOL TOT LOT, BID #08-22

The City of Mountain View invites your submittal of a proposal to provide the above-referenced goods and/or services according to the attached specifications, terms and conditions. Please complete this proposal as instructed below and return to the City at the address specified below and by the date due for proposal submittals.

TO: Chris Hartje, Supervising Buyer
City of Mountain View
500 Castro Street
Mountain View, CA 94041
or
P.O. Box 7540
Mountain View, CA 94039-7540

The undersigned proposes to furnish to the City of Mountain View goods and/or services as defined herein for the prices shown herein in accordance with the specifications, terms and conditions attached hereto.

This Request for Proposals includes the following sections:

- Section 1: Instructions for Submitting Bids
- Section 2: Terms and Conditions
- Section 3: Specifications

SECTION I: INSTRUCTIONS FOR SUBMITTING RESPONSES

1. **Date Due:** 4:00 PM, Thursday, January 3, 2008

2. **Preproposal Conference/Walk-Through:**

☒ Required ☐ Not Required

If required, the date, time and location of the preproposal conference/walk-through will be noted below. If required, the Vendor must attend the preproposal conference/walk-through to ensure that the Vendor is completely familiar with the work requested. The Purchasing and Support Services Manager may waive this requirement if, in the opinion of the Purchasing and Support Services Manager, the Vendor is familiar with the job.

The preproposal conference/walk-through will be held from 1:15 p.m. to 2:15 p.m. on Monday, December 17, 2007, beginning at the Community Center, Rm 3, 201 S. Rengstorff Ave, Mountain View, California 94041.

3. **Questions:** Call the person named above at (650) 903-6324 for questions regarding this proposal process, or call Jack Smith, Assistant Project Manager, at (650) 903-6392 for questions regarding the specifications and/or requirements.
4. **Selection Process:**

The City reserves the right to reject any and all proposals or to waive any minor errors, discrepancies or irregularities. The selection will be at the discretion of the Purchasing and Support Services Manager and may be made in any manner that best meets the needs of the City.

SECTION II: TERMS AND CONDITIONS

1. **Payment Terms:** The City's terms are, at a minimum, net thirty (30) days after receipt of all goods and/or services and receipt of an approved invoice.
2. **Time of Delivery/Completion:** Time is of the essence on this purchase order. The Vendor shall deliver all of the goods or complete all of the services called for under this proposal within the number of working/calendar days or by the date specified for completion in this proposal, unless the delays are caused by the City or by acts of God. Failure to deliver on time shall be grounds for termination of this Agreement or invoke "Liquidated Damages" if required below.
3. **Freight Charges:** All prices bid shall include all freight costs and ownership transfers to the City at the City's location and are F.O.B. destination to the designated locations. Freight, if quoted separately, shall be prepaid and added to the invoice with ownership transferring to the City when delivery is completed to the City's location.
4. **Liquidated Damages:**

☐ Required ☒ Not Required

It is agreed by the Vendor that if the goods or services are not delivered complete, as called for in this proposal, damages will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is, therefore, agreed that the Vendor will pay to the City the sum of Three Hundred Fifty Dollars (\$350) per day for each and every calendar day's delay in finishing the work in excess of the number of working or calendar days prescribed or in excess of the date specified for completion or delivery of the goods or services, whichever is applicable in this Proposal; and the Vendor agrees to pay said liquidated damages as herein provided; and in case the same are not paid, agrees that the City may deduct the amount thereof from any moneys due or that may become due the Vendor under this proposal.

Partial payments paid to the Vendor after the scheduled completion dates shall not be constituted as a waiver of the City's right to assess liquidated damages.

5. **Firm Prices:** All quotes will be held firm for a minimum of One Hundred Eighty (180) days after the proposal due date listed above to allow adequate time for the City to consider each proposal and make an award. All blanks for unit price and total price shall be completed. Any discrepancy between the unit price and the extended or total price shall be determined by taking the lower price. Upon

receipt of this proposal by the City, the Vendor shall be presumed to be thoroughly familiar with all the aspects of this proposal, including installation sites and all specifications and requirements of this proposal. The failure or omission to examine any location, equipment, form, instrument or document shall in no way relieve Vendor from any obligation in respect to this proposal.

6. **Warranty:** The delivered or installed goods, equipment or services shall be warranted to be free from defects in materials and workmanship. The warranty period shall begin upon acceptance by the City. As a minimum, all goods, equipment and services shall be warranted to operate satisfactorily in accordance with the requirements of these specifications, the representations of the Vendor and the published specifications of the manufacturer(s) for a period of at least one (1) year. Any defective goods, equipment or services shall be replaced or repaired within three (3) days at the City's location during the warranty period at no expense to the City.
7. **Prevailing Wages:**

☐ Required ☒ Not Required
8. **MSDS:** General Industrial Safety Order 5195 requires Material Safety Data Sheets (MSDS) be supplied, for all applicable items, with the initial delivery.
9. **Ownership and Collusion – Financial Interest by City Employees:** The bidder certifies, by signing this proposal, that he/she has not, directly or indirectly, been collusive with any other vendor or anyone else interested in this proposal. Additionally, the Vendor stipulates that no City officer or employee shall be financially interested, either directly or indirectly, in any contract, sale, purchase or lease to which the City is a party, and the Vendor stipulates that no City officer or employee has greater than five percent (5%) ownership in this company, as per Section 706 of the City of Mountain View Charter.
10. **Independent Contractor:** It is agreed that the Vendor is an independent contractor, and all persons working for or under the direction of the Vendor are Vendor's agents, servants and employees, and said persons shall not be deemed agents, servants or employees of the City.
11. **Assignment:** This Agreement, nor any part of this Agreement, may not be assigned without the written consent of the other party.

12. **Termination:** The City may terminate this Agreement at any time with ten (10) days' written notice. The City will only pay for goods or services ordered and accepted by the City. Any payments made in advance will be returned to the City on a prorated basis, with the City only paying for those services actually provided.
13. **Funding Out Clause:** The City may terminate this Agreement every June 30, based upon the City Council not funding the purchase of goods or services to be provided in this Agreement after each July 1.
14. **Nondiscrimination.** The Vendor shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status or physical or mental disability.
15. **Applicable Laws and Attorneys' Fees:** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.
16. **Subcontractors:** The City prefers a proposal with a single or primary vendor. If you propose a multi-vendor or subcontracted approach, clearly identify the responsibilities of each party and the assurances of performance you offer. The Vendor is the prime contractor and is solely responsible for all of the Vendor's subcontractors.
17. **Insurance:**

a. **Professional Liability Insurance:**

☒ Required ☐ Not Required

Vendor shall obtain Professional Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. Professional Liability insurance must be maintained and evidence of insurance shall be provided to the City for at least three (3) years after completion of work.

b. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current *Best Rating* of A:VII unless otherwise acceptable to the City.

- c. Verification of Coverage: Insurance, deductibles or self-insurance retentions shall be subject to the City's approval. Original Certificates of Insurance with endorsements shall be received and approved by the City before work commences, and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to the City or increase the duration of the project.
- d. Other Insurance Provisions:
- (1) For any claims related to this project, the Vendor's insurance coverage shall be primary and any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall not contribute to it.
 - (2) Each insurance policy required shall be endorsed that a thirty (30) day notice be given to the City in the event of cancellation or modification to the stipulated insurance coverage.
 - (3) In the event the Vendor employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of the Vendor to ensure that all subcontractors comply with the same insurance requirements that are stated in this Agreement.
 - (5) Approval of the insurance by City or acceptance of the Certificate of Insurance by City shall not relieve or decrease the extent to which Vendor may be held responsible for payment of damages resulting from Vendor's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.
 - (6) If, for any reason, Vendor fails to maintain insurance coverage that is required pursuant to this contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this contract and obtain damages from Vendor resulting from said breach. Alternately, City may purchase such required insurance coverage, and without further notice to Vendor, City may deduct from sums due to Vendor any premium costs advanced by City for such insurance.

18. **Hold Harmless:** Vendor hereby agrees to and shall indemnify, defend and hold City, its officers, agents and employees harmless from any liability for damage or claims for damage for personal injury, including death and/or property damage, caused by negligent acts, errors or omissions in performance of professional services under this Agreement by Vendor or Vendor's contractors, subcontractors, agents or employees' operations under this Agreement. City shall cooperate reasonably in the defense of any action, and Vendor shall employ competent counsel, reasonably acceptable to the City Attorney.
19. **Reliance Upon Professional Skill:** It is mutually agreed by the parties that the City is relying upon the professional skill of the Vendor, and the Vendor represents to the City that its work shall conform to generally recognized professional standards in the industry. Acceptance of the Vendor's work by the City does not operate as a release of the Vendor's said representation.
20. **Extending Contract Pricing:** The successful Vendor will extend bid pricing as quoted herein to other political subdivisions (i.e., cities, counties, school districts, etc.).

☐ Yes ☐ No

If prices bid herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between the political subdivision and the Vendor.

21. **Entire Agreement:** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. If the attachments or exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.

| Request for Proposals for Community Center Pre-School Tot Lot 08-22.

22. **Signatures:** The undersigned understands and agrees that the conditions set forth in the instructions to vendors, the terms and conditions, the specifications, together with the proposal and any other documents submitted in response to the foregoing, shall form a part of and be construed with the purchase order/contract.

VENDOR:

Company Name

Street Address of Company

Signature of Officer

City, State, Zip

Printed Name of Officer

Telephone No./Fax No.

Title of Officer

Federal I.D. Tax Number

AS-10^(RFP)
(Rev. 7/12/05)

SECTION III: SPECIFICATIONS

The City of Mountain View is soliciting proposals from qualified vendors to provide playground equipment for the Mountain View Community Center Pre-School Tot Lot.

I. SCOPE OF WORK

The City seeks to select a vendor to provide playground equipment. All equipment shall meet American Disabilities Act (ADA), United States Consumer Products Safety Commission (USCPSC) standards and American Society for Testing and Materials (ASTM) guidelines.

In addition, proposals must comply with any other state, federal and local requirements for play equipment.

Vendor(s) will also be required to assist City staff with presentations to the neighborhoods and Parks and Recreation Commission (PRC) to solicit input prior to final design layout of new equipment. Upon final design approval, the City, through the Public Works process, will hire a contractor for demolition of existing playground equipment and installation of new equipment, including appurtenant facilities.

II. PROPOSAL CONTENT

Proposal will consist of one original and three copies of the complete proposal (technical and cost estimates, qualifications, and references). (Each proposal will also require a storyboard or folder showing proposed equipment, but only one original storyboard or folder is required.) The original proposal must be clearly marked and contain original signatures and must be easily reproducible on a standard copying machine. Failure to clearly mark the original and provide original signatures may result in a proposal being found non-responsive and given no consideration.

The following shall be included in each proposal:

1. A storyboard or folder showing proposed equipment (one copy only) within the drawing(s) provided. Three-dimensional renderings are desirable.
2. Estimated costs of equipment.

A brief description of availability of proposed equipment and delivery schedule to contractor upon purchase. Assume purchase of equipment in summer of 08

III. VENDOR STATEMENT OF QUALIFIED/ EXPERIENCE

A complete description of capability and history of the vendor is to be included in proposal package. Histories of projects of similar magnitude are required with proposal. Vendors must possess a current and appropriate California State business license required to provide services and products. Provide the number and type of all licenses.

IV. REFERENCES

Provide a list of at least five public or private references for which you have provided services similar to those proposed. References are to include agency/company name, address, contact person, and title and phone number.

V. EVALUATION OF PROPOSALS

A panel of City of Mountain View staff members will review all proposals from vendors and select the top proposals. The top vendors will be invited to make a presentation to the evaluation panel, at no cost to the City. The City panel will select the vendor(s) that best fulfills the needs of the City.

Evaluation will be based on:

- Responsiveness to the Request for Proposals and criteria for the playground site
- Equipment designs and concepts presented
- Originality and creativity
- Safety
- Fit of design for the specific park and public needs
- Overall play value of design and equipment
- Durability and ease of maintenance of equipment

| Request for Proposals for Community Center Pre-School Tot Lot 08-22.

- Ability to meet budget
- Ability of proposed equipment to comply with ADA and USCPSC guidelines, ASTM standards and the degree to which the design would allow participation by those with various disabilities.

VI. ESTIMATED SCHEDULE Pre-School Tot Lot

Walk-Through (Mandatory)

RFP Due Date (Mandatory)

Oral Presentation to City Panel (January, 2008)

Select Vendor(s) TBA

Neighborhood Meetings TBA

PRC Review TBA

Bid Process to Hire Contractor TBA

Award Contract TBA

Installation (Late June, 2008)

VII. MANDATORY REQUIREMENTS

Vendor(s) or representative(s) are responsible to attend a mandatory walk-through, submit proposals back to the City by the required due date/time and provide a presentation to the City panel. Site maps will be given to vendors who attend the mandatory walk-through.

1. The walk-through will be held at Mountain View Community Center 201 South Rengstorff Avenue, Mountain View CA on Monday, December 17, 2007 beginning at 1:15 p.m.
2. RFP is due back to the City of Mountain View Purchasing Division no later than 4:00 p.m., Thursday, January 3, 2008.
3. Presentation to City panel will be held in January, 2008

Failure to meet these requirements shall result in proposals being considered non-responsive.

VIII. VENDOR INQUIRES

For further information concerning RFP procedures, regulations and technical questions (i.e., deadlines, forms required, existing site conditions, etc.), interested parties may contact:

Jack Smith
Parks Section Manager
City of Mountain View
3070 Shoreline Boulevard
Mountain View, CA 94039
(650) 903-6392

IX. DESIGN CRITERIA FOR THE PLAYGROUND SCHEDULED FOR RENOVATION

Site maps will be given to vendors who attend the mandatory walk-through.

MOUNTAIN VIEW COMMUNITY CENTER PRE-SCHOOL TOT LOT

Area: The playground consists of one-play area.

Design Elements Required:

- Play equipment for pre-school aged children (2-5 years).
- Improvement in play value over existing equipment
- Allow room for sand play
- No Swings
- Play equipment to accommodate no less than twenty children at a time.
- No wood, rubber tires or rubber components, with the exception of poured-in-place rubberized surfacing
- Powder coated galvanized steel or aluminum is preferred

| Request for Proposals for Community Center Pre-School Tot Lot 08-22.

- Designs should encourage interactive play and provide graduated challenges so that all children, regardless of physical or mental ability, will be able to find a variety of opportunities to play with other children within the setting. All designs must clearly meet the needs of the targeted age group.
- The use or combination of ramps, concrete or asphalt walks, poured-in-place rubberized surfacing and transfer stations shall provide accessibility up to, onto and through the equipment.
- Equipment to be contained within the footprint provided on the site map.
- Equipment shall be new and consist of ground and elevated play components that offer a variety of play experiences for children ages 2-5. Equipment must be exciting, challenging and provide a learning opportunity for children.
- ADA, USCPSC and ASTM GUIDELINES: All applicable safety and accessibility standards and guidelines are to be incorporated into the design of playgrounds. Equipment is to be certified by the International Playground Equipment Manufacturers Association (IPEMA).
- Each design shall be approved by an NPSI certified inspector.

ESTIMATED BUDGET: Up to \$30,000 (including tax and freight)